

LEASE AMENDMENT

THIS LEASE AMENDMENT is made on this 9th day of October, 2003, by and between FORUM DEVELOPERS LIMITED PARTNERSHIP, a Nevada Limited Partnership (the "Landlord"), having a business address of National City Center, 115 West Washington Street, Indianapolis, Indiana 46204 and PHASE II CHIN-LV, LLC, a Delaware limited liability company (the "Tenant"), having a business address of The Forum Shops at Caesars, 3500 Las Vegas Boulevard South, Suite G-1, Las Vegas, Nevada 89109:

WITNESSETH:

WHEREAS, by a Lease dated March 18, 1997 (the "Lease"), Landlord leased to GOH Restaurant, LLC, a Delaware Corporation, predecessor in interest to Tenant, certain premises being identified in said Lease as Room L-3 (the "Premises"), located in The Forum Shops at Caesars, Las Vegas, Nevada, and

WHEREAS, Landlord and Tenant now desire to amend and modify the Lease in certain respects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Lease as amended and modified hereby, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby mutually agreed as follows:

Effective May 22, 2003:

1. Section 8.1 (Use of Premises) of Article VIII of said Lease shall be deleted in its entirety and in its place and stead shall be substituted the following Section:

"Section 8.1. Use of Premises.

The Premises shall be occupied and used by Tenant for the purpose of conducting therein the operation of a full-service sit-down restaurant, with the sale of alcoholic beverages for on-premises consumption only (except for catering business), with banquet facilities featuring an operation of the quality associated with the Chinois-on-Main restaurant located in Santa Monica, California. Tenant shall also use the Premises for the operation of an after-hours club, with the sale of food and alcoholic beverages for on-premises consumption, along with live and/or pre-programmed music. Tenant shall specialize in, but is not restricted to, the sale of "Pacific Rim/Asian" Cuisine; but in no event shall the Premises be used for the operation of an Italian Restaurant or Trattoria other than in connection with banquets or other occasional special events not open to the general public, and Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose. In no event shall this Lease grant any exclusive use rights with respect to the Hotel Parcel or with respect to any merchandise currently or in the future sold at the store located in the Center leased to and operated by Ground Lessor. Landlord will provide on-site customer and valet parking at all times while Tenant is open for business during the full-service sit-down restaurant hours. Tenant shall be responsible for all valet costs related to the after-hours club customers."

2. Section 8.3 (Conduct of Business) of Article VIII of said Lease shall be amended in part by the addition of the following:

"The days and hours of operation for the after-hours club shall be Wednesday through Sunday 10:00 p.m. until 6:00 a.m. the following morning. Any additional days or hours of operation will require prior written approval from Landlord before Tenant can commence such operation."

3. Section 8.4 (Operation by Tenant) of Article VIII of said Lease shall be amended in part by the addition of the following paragraph:

"Tenant shall be permitted to add an after-hours club (the "Club") to the Premises, provided: (i) Tenant shall operate such Club in a first class manner in keeping with the standards of the Center; (ii) the insurance carried or required to be carried by Tenant pursuant to this Lease extends to and covers the Club and the indemnification provided for in Section 11.6 of the Lease shall extend to and cover

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the Club operation of the Premises; (iii) Tenant shall pay for all security, housekeeping, and maintenance costs above those associated with operating the Premises after normal Center hours should Landlord incur any such costs; (iv) Tenant shall give Landlord a forty-eight (48) hour advance written notice of any special events at the Premises that may cause unusually large crowds or impact normal operations at the Center; (v) Tenant shall be required to reimburse Landlord for any operating expenses above the operating expenses associated with normal Center operations, including but not limited to, the special events outlined in (iv) above, and Landlord shall not unreasonably withhold such approval; (vi) Tenant shall be required to maintain a reasonable noise level at the Premises and shall not infringe on the adjacent tenants' right to quiet enjoyment during the days and hours that the Club and other tenants are open for business; (vii) Tenant shall be responsible for complying with applicable code requirements, if any; and (viii) In no event shall Tenant offer nude, semi-nude or topless dancing or entertainment, or allow bartenders, waiters or waitresses to be nude, semi-nude or topless nor shall Tenant allow the operation of a so-called massage parlor from the Premises. In no event shall Landlord be liable for theft, damage, or other casualty on the Premises with regard to the Club, and Tenant specifically waives any claim against Landlord. The Club is being provided for Tenant's use at no additional rent to Tenant; however, sales made in, at, or from the Club shall be included in Tenant's Gross Sales for purposes of calculating Percentage Rent as if such sales were made in, at, or from the Premises."

Except as modified herein, all of the other terms, covenants and conditions of the Lease shall remain in full force and effect.

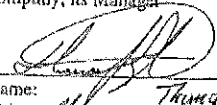

This Lease Amendment shall bind and inure to the benefit of not only the parties hereto, but also their successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Amendment as of the day and year first above written.

FORUM DEVELOPERS LIMITED
PARTNERSHIP, a Nevada Limited Partnership
By: SDG FORUM ASSOCIATES LIMITED
PARTNERSHIP, a Delaware Limited
Partnership, its General Partner
By: SDG FORUM DEVELOPERS,
INC., a Delaware Corporation,
its General Partner

By: 
Gary L. Lewis, Executive Vice President

PHASE II CHIN-LV, LLC, a Delaware limited
liability company
By: Chin-LV, LLC, a Delaware limited liability
company, its Manager

By: 
Name: Thomas J. Kaplan
Title: Managing Member
Attest: 
Name: Joseph C. Essa
Title: Managing Member